

BALTIMORE

GERARD J. HARRY
8837 Wilson Avenue
Parkville, Maryland 21234

2011 MAY -2 PM 3:00 THE
CIVIL DIVISION CIRCUIT COURT

and

SALLY L. HARRY
8837 Wilson Avenue
Parkville, Maryland 21234

* FOR

* BALTIMORE CITY

*

Plaintiffs

*

v.

Case No: _____

WALGREEN COMPANY
300 Wilmot Road
Deerfield, IL 60015

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Serve on:
CSC-Lawyers Incorporating Service Co.
7 Saint Paul Street, Suite 1660
Baltimore, MD 21202

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and/or

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WALGREENS SPECIALTY
PHARMACY, LLC
2711 Centerville Road, Suite 400
Wilmington, DE 19808

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Serve on:
CSC-Lawyers Incorporating Service Co.
7 Saint Paul Street, Suite 1660
Baltimore, MD 21202

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Defendants

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COMPLAINT AND PRAYER FOR JURY TRIAL

COMES NOW, Plaintiffs Gerard J. Harry and Sally L. Harry, by and through their

attorneys, Frederic C. Heyman and the Law Offices of Peter G. Angelos, P.C., bring suit against the Defendant Walgreen Company and/or Walgreens Specialty Pharmacy, LLC, and in support thereof state the following:

PARTIES AND JURISDICTION

1. At all times relevant herein, Plaintiff Gerard J. Harry was a resident of Maryland and lived at 8837 Wilson Avenue, Parkville, MD 21234.
2. Upon information and belief; Defendant Walgreen Company, is a corporation organized and existing under the laws of Illinois with a principal place of business at 300 Wilmot Road, Deerfield, Illinois 60015. CSC-Lawyers Incorporating Service Company is the resident agent and located at 7 Saint Paul Street, Suite 1660, Baltimore, MD 21202. Defendant Walgreen Company and/or Walgreens Specialty Pharmacy, LLC is referred to hereinafter as "Walgreen."
3. Upon information and belief, Defendant Walgreens Specialty Pharmacy, LLC, is a corporation organized and existing under the laws of Delaware with a principal place of business and registered business address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. CSC-Lawyers Incorporating Service Company is the resident agent and located at 7 Saint Paul Street, Suite 1660, Baltimore, MD 21202. Defendant Walgreen Company and/or Walgreens Specialty Pharmacy, LLC is referred to hereinafter as "Walgreen."
4. At all relevant times herein, Defendant Walgreen engaged in continuous and substantial business in Baltimore, Maryland at the registered business address of 9616 Harford Rd., Baltimore, MD 21234.
5. At all times relevant herein, Defendant Walgreen, individually and/or through its

agents, servants or employees, engaged in the preparation, labeling, sales, importation and/or distribution of prescription drugs for ultimate sale and/or use in the United States of America, including but not limited to Baltimore City, Maryland, from which Defendant Walgreen derived or derives substantial revenues.

6. At all relevant times, Defendant Walgreen is and was responsible for the actions and omissions of all of its employees, agents and/or representatives under the doctrines of *respondeat superior* and/or actual and/or apparent agency.

7. The amount in controversy exceeds the minimum jurisdictional amount of the Circuit Court for Baltimore City and venue is proper in Baltimore City, Maryland as a forum in which Defendant Walgreen carries on a regular business and/or derives revenue therefrom pursuant to MD Code, Courts and Judicial Proceedings § 6-201.

FACTS RELEVANT TO ALL COUNTS

7. Defendant Walgreen is engaged in business in the State of Maryland.

8. Upon information and belief, prior to July 8, 2008, Defendant Walgreen, individually and/or through its agents, servants or employees, engaged in the preparation, labeling, sale, importation and /or distribution of prescription drugs, including but not limited to Prednisone.

9. Prednisone is a corticosteroid used for its anti-inflammatory effect.

10. On or about July 8, 2008, the Plaintiff Gerard J. Harry was prescribed 5mg of Prednisone six times a day by his gastroenterologist, Nicholas Belitsos M.D., in order to treat Plaintiff's inflammatory bowel disease.

11. In addition to inflammatory bowel disease, the Plaintiff Gerard J. Harry has had a

history of diabetes mellitus, but was not insulin dependent.

12. On or about July 8, 2008, the Plaintiff Gerard J. Harry went to have filled the aforementioned prescription at Defendant Walgreen's place of business at 9616 Harford Rd., Baltimore, MD 21234.

13. On or about July 8, 2008, Defendant Walgreen, by themselves and/or through their agents servants and/or employees processed the script written by Dr. Belitsos and incorrectly filled the 5mg prescription of Prednisone tablets with 50mg of Prednisone tablets, as opposed to the 5mg prescribed by Dr. Belitsos.

14. Defendant Walgreen, by themselves and/or through their agents, servants and/or employees incorrectly packaged, labeled and sold the prescription of Prednisone to the Plaintiff Gerard J. Harry on the aforementioned date.

15. Over the course of approximately the next month, the Plaintiff Gerard J. Harry developed rising blood sugars with glucose levels in the 400-500 range, characteristic of hyperglycemia induced by high dose steroids.

16. On or about August 8, 2008, the Plaintiff Gerard J. Harry presented to his primary care physician, Lawrence Snyder M.D., for complaints of a near syncope episode as well as other neurological symptoms including shortness of breath, blurred vision and difficulty ambulating. Dr. Snyder ordered a CT scan of the brain that evidenced the presence of cerebral infarcts. Dr. Snyder thereafter scheduled the Plaintiff Gerard J. Harry for a echocardiogram and MRI of the head on August 11, 2008.

17. On or about August 11, 2008, a MRI performed on Plaintiff Gerard J. Harry at Advanced Radiology confirmed the presence of bilateral cerebellar infarcts. Plaintiff's neurologic

symptoms continued and he was subsequently admitted to St. Joseph Medical Center, on or about August 12, 2008, for a cerebellar cerebrovascular accident. Plaintiff Gerard J. Harry was discharged the following day.

18. As a direct result of the aforementioned events, Plaintiff Gerard J. Harry is now a insulin dependent diabetic who continues to experience extreme pain and suffering, including but not limited to overall loss of stamina and/or strength, pain/numbness/tingling in his lower legs, memory loss and difficulty completing daily activities and/or chores.

COUNT I- NEGLIGENCE

19. Plaintiff incorporates herein by reference paragraphs one (1) through eighteen (18), as if fully set forth herein.

20. Plaintiff Gerard J. Harry, is now a fifty-six (56) year old male who resides at 8837 Wilson Avenue, Parkville, Maryland 21234.

21. On or about July 8, 2008, Plaintiff Gerard J. Harry was a paying customer at Defendant Walgreen's place of business at 9616 Harford Rd., Baltimore, MD 21234.

22. At all relevant times herein, Defendant Walgreen, individually and/or through its agents, servants or employees owed Plaintiff Gerard J. Harry a duty to use reasonable care in preparing, labeling, selling and/or distributing prescription drugs, including the aforementioned Prednisone prescription, for sale and/or use by Plaintiff Gerard J. Harry as indicated in the script referenced herein.

23. Defendant Walgreen, individually and/or through its agents, servants or employees breached the duty owed to Plaintiff Gerard J. Harry when they acted in a negligent manner by incorrectly filling the 5mg prescription of Prednisone tablets with 50mg of Prednisone

tablets.

24. Per Dr. Belitsos, Plaintiff Gerard J. Harry should have been taking 30mg of Prednisone per day. Due to the negligence of Defendant Walgreen as aforesaid by incorrectly filling the script, Plaintiff was taking 300mg of Prednisone per day.

25. It is alleged that on or about July 8, 2008, Defendant Walgreen located at 9616 Harford Rd., Baltimore, MD 21234 did not have appropriate procedures or policies in effect so as to not allow negligent dispensing of prescription medication to occur.

26. It is also alleged that if on or about July 8, 2008, Defendant Walgreen, located at 9616 Harford Rd., Baltimore, MD 21234, had appropriate procedures or policies that were in effect so as to not allow this incident to occur, then those procedures or policies were not properly followed by the Defendant or their employees and/or agents, actual and/or apparent, including, but not limited to, pharmacists, pharmacy assistants, and other pharmacy clerks.

27. As a direct and proximate result of Defendant's negligent preparation and/or distribution of Prednisone tablets, Plaintiff Gerard J. Harry developed severe hyperglycemia which in turn caused increased blood viscosity and hypercoagulability resulting in a cerebrovascular accident in addition to injuries and damages noted herein above and below.

28. As a further direct and proximate result of the negligence of Defendant Walgreen, including its agents, servants and/or employees, Plaintiff Gerard J. Harry went from being a non-insulin dependent diabetic to an insulin dependent diabetic.

29. As a further direct and proximate result of the negligence of the Defendant Walgreen, including its agents, servants and/or employees, Plaintiff Gerard J. Harry has sustained and continues to sustain extreme pain and suffering, emotional distress, lost wages and

has incurred and is incurring medical expenses and other expenses all of which will continue into the future.

30. It is alleged that all of the above injuries and damages are as a direct and proximate result of the negligence of the Defendant as referenced herein, without any contributory negligence on the part of the Plaintiff Gerard J. Harry contributing thereto.

WHEREFORE, Plaintiff Gerard J. Harry, brings this action against the above named Defendant and respectfully requests that he be awarded compensatory damages in excess of \$1,500,000, plus costs and such other and further relief as may be necessary and proper.

COUNT II - LOSS OF CONSORTIUM

Plaintiffs, Gerard J. Harry and Sally L. Harry, incorporate by reference as if fully set forth herein all facts and allegations as set forth in paragraphs one (1) through thirty (30) of the Complaint and further allege as follows:

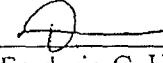
31. Plaintiffs, Gerard J. Harry and Sally L. Harry, were at all times relevant to this claim, Husband and Wife.

32. The Plaintiff Gerard J. Harry's, injuries and/or damages were directly and proximately caused by the Defendant's negligence as aforesaid, without any negligence or assumption of the risks on the part of either of the Plaintiffs Gerard J. or Sally L. Harry causing or contributing thereto.

33. The Defendant's negligence directly and proximately caused and continues to cause the Plaintiffs Gerard J. and Sally L. Harry to suffer loss of consortium, loss of services, support, affection, guidance, comfort, society, and companionship, and/or other damages to the permanent detriment of their marital relationship.

34. Plaintiffs Gerard J. and Sally L. Harry refer to the negligence of the Defendant as a direct proximate cause of each of their injuries and/or damages complained of, with the Plaintiffs Gerard J. and Sally L. Harry in no way being contributorily negligent.

WHEREFORE, the Plaintiffs, Gerard J. Harry and Sally L. Harry, as Husband and Wife, bring this action against the above named Defendant and claim compensatory damages in excess of \$1,500,000, and for such other and further relief as may be necessary and proper.


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Attorneys for Plaintiffs

PRAAYER FOR JURY TRIAL

Plaintiffs' respectfully pray a jury trial in the above captioned matter.



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